

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

REGENT INSURANCE COMPANY,	)	
	)	Civil Action
Plaintiff,	)	No. 09-cv-03434
	)	
vs.	)	
	)	
	)	
STRAUSSER ENTERPRISES, INC., and	)	
GARY STRAUSSER,	)	
	)	
Defendants	)	

O R D E R

NOW, this 28<sup>th</sup> day of September, 2012, upon  
consideration of the following documents:

- (1) Strausser Enterprises, Inc. and Gary J. Strausser's Motion for Summary Judgment filed November 11, 2009 (Document 19), together with
  - (A) The Defendants, Gary J. Strausser and Strausser Enterprises, Inc.'s, Memorandum of Law in Support of Their Motion for Summary Judgment;
  - (B) Plaintiff Regent Insurance Company's Response to Defendants' Motion for Summary Judgment, which response was filed on November 20, 2009 (Document 23);
  - (C) The Defendants, Gary J. Strausser and Strausser Enterprises, Inc.'s, Reply in Support of Their Motion for Summary Judgment, which reply was filed on December 17, 2009 (Document 29); and
  - (D) The Defendants' Supplemental Memorandum in Support of Their Summary Judgment Motion to Discuss a Recently Decided Case, which supplemental memorandum was filed on April 12, 2012 (Document 48);

(2) Plaintiff Regent Insurance Company's Motion for Summary Judgment filed November 12, 2009 (Document 20), together with

(A) Defendant (sic) Regent Insurance Company's Memorandum in Support of Its Motion for Summary Judgment (Document 20-2);

(B) The Defendants, Gary J. Strausser and Strausser Enterprises, Inc.'s Response to Plaintiff Regent Insurance Company's Motion for Summary Judgment, which response was filed on November 18, 2009 (Document 22); and

(C) The Defendants, Gary J. Strausser and Strausser Enterprises, Inc.'s Memorandum of Law in Support of Their Response to Plaintiff Regent Insurance Company's Motion for Summary Judgment, which memorandum was filed on November 18, 2009 (Document 22); and

(3) Amended Declaratory Judgment Complaint filed by plaintiff October 7, 2010 (Document 40);

after oral argument held June 17, 2010; and for the reasons expressed in the accompanying Opinion,

IT IS ORDERED that defendant Strausser Enterprises, Inc. and Gary J. Strausser's Motion for Summary Judgment is granted in part and denied in part.

IT IS FURTHER ORDERED that defendants' motion for summary judgment is granted to the extent it seeks a declaration that plaintiff Regent Insurance Company has a duty to defend defendants Gary J. Strausser and Strausser Enterprises, Inc. in the action filed in United States District Court for the Eastern

District of Pennsylvania captioned Segal v. Strausser Enterprises, Inc., case number 07-cv-04647 ("underlying action").

IT IS FURTHER ORDERED that defendants' motion for summary judgment is further granted to the extent it seeks a declaration that plaintiff Regent Insurance Company has a duty to indemnify defendants Gary J. Strausser and Strausser Enterprises, Inc. for the malicious prosecution claim in the underlying action, with the exception of punitive damages.

IT IS FURTHER ORDERED that defendants' motion for summary judgment is denied to the extent it seeks a declaration that plaintiff Regent Insurance Company has a duty to indemnify defendants Gary J. Strausser and Strausser Enterprises, Inc. for the remaining claims in the underlying action.

IT IS FURTHER ORDERED that Plaintiff Regent Insurance Company's Motion for Summary Judgment is granted in part, denied in part, and dismissed in part.

IT IS FURTHER ORDERED that Plaintiff Regent Insurance Company's Motion for Summary Judgment is granted to the extent it contends that plaintiff does not have a duty to indemnify defendants for any punitive damages awarded for the malicious prosecution claim in the underlying action.

IT IS FURTHER ORDERED that Plaintiff Regent Insurance Company's Motion for Summary Judgment is further granted to the extent it contends that plaintiff is not obligated to indemnify

defendants for the claims of tortious interference with contract, tortious inference with prospective economic relations, and abuse of process, in the underlying action.

IT IS FURTHER ORDERED that Plaintiff Regent Insurance Company's Motion for Summary Judgment is denied to the extent it contends that plaintiff is entitled to judgment on Counts V of the Amended Declaratory Judgment Complaint.

IT IS FURTHER ORDERED that Plaintiff Regent Insurance Company's Motion for Summary Judgment is dismissed to the extent it contends that plaintiff is entitled to judgment on Counts I-IV and VI-VIII of the Amended Declaratory Judgment Complaint filed by plaintiff Regent Insurance Company on October 7, 2010.

IT IS FURTHER ORDERED that Counts I-IV and IV-VIII of the Amended Declaratory Judgment Complaint are dismissed.

IT IS FURTHER ORDERED that partial judgment is entered in favor of defendants Gary J. Strausser and Strausser Enterprises, Inc. and against plaintiff Regent Insurance Company.

IT IS DECLARED that plaintiff Regent Insurance Company has a duty to defend defendants Gary J. Strausser and Strausser Enterprises, Inc. in the underlying action.

IT IS FURTHER DECLARED that plaintiff Regent Insurance Company has a duty to indemnify defendants Gary J. Strausser and Strausser Enterprises, Inc. for the malicious prosecution claim in the underlying action, with the exception of punitive damages.

IT IS FURTHER ORDERED that partial judgment is entered in favor of plaintiff Regent Insurance Company and against defendants Gary J. Strausser and Strausser Enterprises, Inc.

IT IS DECLARED that plaintiff Regent Insurance Company has no duty to indemnify defendants Gary J. Strausser and Strausser Enterprises, Inc. for the claims of tortious interference with contract, tortious inference with prospective economic relations, and abuse of process in the underlying action.

IT IS FURTHER DECLARED that plaintiff Regent Insurance Company has no duty to indemnify defendants Gary J. Strausser and Strausser Enterprises, Inc. for any punitive damages awarded in the underlying action.

IT IS FURTHER ORDERED that the Clerk of Court mark this case closed for statistical purposes.<sup>1</sup>

BY THE COURT:

/s/ James Knoll Gardner  
James Knoll Gardner  
United States District Judge

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<sup>1</sup> It is the sense of this Order that plaintiff Regent Insurance Company has a duty to defend defendants Gary J. Strausser and Strausser Enterprises, Inc. against all claims (including liability, compensatory damages and punitive damages) in the underlying action. In addition, plaintiff Regent Insurance Company has a duty to indemnify defendants Gary J. Strausser and Strausser Enterprises, Inc. only for any compensatory damages which may be awarded for the malicious prosecution claim in the underlying action. Plaintiff Regent Insurance Company has no duty to indemnify defendants Gary J. Strausser and Strausser Enterprises, Inc. for any punitive damages which may be awarded in the underlying action, and no duty to indemnify defendants for any compensatory damages which may be awarded in the underlying action, except compensatory damages for the malicious prosecution claim.